

Date: 26 February 2024

Amini LLC

131 West 35th Street, 12th Floor New York, New York 10001

Attention: Bijan Amini, Ariel Moore

No. of pages including this page: 2

WongPartnership LLP 12 Marina Boulevard Level 28 Marina Bay Financial Centre Tower 3 Singapore 018982 T +65 6416 8000

wongpartnership.com

ASEAN | CHINA | MIDDLE EAST

FROM

KSY/TITW/STWK/DTBD/202400005

f:+65 6532 5722

Not for service of court documents Not for urgent correspondence

d:+65 6416 6876 / 6416 8112 / 6517 3747 / 6517 3704

e: sweeyen.koh@wongpartnership.com teckwee.tiong@wongpartnership.com samuel.teo@wongpartnership.com baduong.trinh@wongpartnership.com

BY EMAIL ONLY

(bamini@aminillc.com) (amoore@aminillc.com)

Dear Sirs

CLAIM AGAINST THE ROE CORPORATION, 267 PARTNERS, LLC AND MR BUHM JUNG ROE IN RELATION TO THE LOAN TERM SHEET AND COSTS AGREEMENT, AND CONDITIONAL LETTER OF OFFER FOR MORTGAGE FINANCE DATED 20 OCTOBER 2023

- We refer to the above-captioned matter. We further refer to our letters dated 8 January 2024, 16 January 2024, and 14 February 2024, and your letter dated 29 January 2024. Unless otherwise specifically defined, all capitalised terms used in this letter have the same meaning as those used in our earlier letters.
- 2. We are instructed that on 16 February 2024, your clients' representative Mr Park Sungwoo ("Mr Park") e-mailed our client Acuity's Mr Ranjit Thambyrajah and Mr Viet Anh Nguyen, and Acuity's business associate Dr John Hwang ("Dr Hwang"), and informed them that "B.J. Roe needs to have a Cancellation Letter signed by Ranjit Thambyrajah that states that the Loan Term Sheet and Costs Agreement, that B. J. Roe signed on 09/29/2023, is null and void" and that "[a]fter, B.J. Roe receives this Cancellation Letter, B.J. Roe can reconsider getting a new loan from Ranjit Thambyrajah".
- 3. Please note that moving forward, all communications from your clients should be addressed and directed to us as our clients' solicitors, and that your clients should refrain from communicating directly with our clients, their representatives, and/or Dr Hwang. In this connection, we would also highlight that Dr Hwang is not and has never been authorised to act, speak, and/or enter into any kind of binding arrangement and/or agreement on behalf of our clients.
- 4. In relation to Mr Park's e-mail, we are instructed that Acuity is not agreeable to any cancellation of the Loan Term Sheet and Costs Agreement. Mr Park's e-mail is a clear acknowledgement by your clients that the Loan Term Sheet and Costs Agreement is valid and binding, and that the Fund Arrangement Fees (and Late Payment Interest thereon) are due and payable from your clients to Acuity.



WONGPARTNERSHIP LLP KSY/TITW/STWK/DTBD/202400005 26 February 2024 Page: 2

5. All our clients' rights in the matter are fully and expressly reserved.

Yours faithfully

WONGPARTNERSHIP LLP

cc. Clients.